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License Agreement

Prepared by:  
Sally A Reed  
Attorney at Law  
1261 Brookside Lane  
Downers Grove, IL 60515

Mail To:  
Sally A Reed  
Attorney at Law  
1261 Brookside Lane  
Downers Grove, IL 60515

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## LICENSE AGREEMENT

This License Agreement is made this 12<sup>th</sup> day of June, 2024, by and between Jeffrey L. Burzinski (Encroachee) and Dominic E. Schullo and Erin Pilarczyk (Encroacher).

Whereas, Jeffrey L. Burzinski (Encroachee) is the owner of property legally described as follows:

LOT 63 IN SILVER LAKE GARDENS, UNIT NUMBER 5, A SUBDIVISION OF THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$ , PART OF THE NORTH  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  AND PART OF THE EAST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12, 2EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly known as 15529 Catalina Court, Orland Park, IL 60462 (Parcel 1).  
PP# 27-13-403-076-0000

Whereas, Dominic E. Schullo and Erin Pilarzayk (Encroacher) are the owners of property legally described as follows:

LOT 64 IN SILVER LAKE GARDENS UNIT NUMBER 5, A SUBDIVISION OF PART OF THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$ , PART OF THE NORTH  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  AND PART OF THE EAST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ORLAND PARK, IN COOK COUNTY, ILLINOIS.

Commonly known as 15530 Calypso, Orland Park, IL 60462 (Parcel 2).  
PP# 27-13-403-077-0000

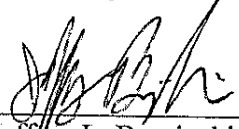
Whereas, Encroachers wood deck encroaches over the Eastern Line of Parcel 1 by approximately 2.6 feet as shown on the Survey prepared by JNT Land Surveying Services, Inc., dated June 11<sup>th</sup>, 2024;

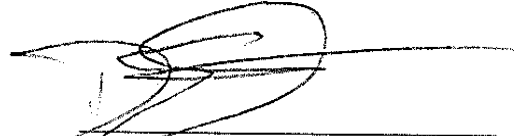
Therefore, in consideration of One Dollar and for the mutual promises and agreements herein contracted, it is agreed as follows:

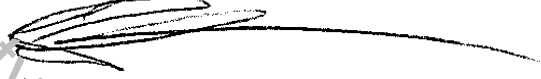
1. Encroachee hereby grants to Encroacher a license for the use, maintenance and repair of the frame shed at its present location as shown on the survey;
2. Encraochee and Encroacher agree that this grant is a revocable license, personal to Encroacher, for the use, maintenance and repair of said wood deck and is given to Encroacher at the discretion of Encroachee and shall in no way be construed as giving Encroacher a real property interest in Parcel 1;

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3. Encroachee shall not be responsible for any maintenance, repair, upkeep, or liability because of said frame shed, and Encroacher agrees to indemnify and hold Encroachee harmless from any loss occasioned by said wood deck being located on Parcel 1 and by Encroacher's exercise of their rights and privileges hereunder, including any loss arising or growing out of any damage or injury caused by the negligence of Encroacher;
4. Encroacher agrees that once the wood deck is ever removed from Parcel 1 for any reason, this license will automatically terminate and be of no further force and effect. Any replacement of the wood deck will be erected entirely on Parcel 2;
5. This license will automatically terminate when Encroacher conveys Parcel 2 to a purchaser for value and/or ceases to occupy the residence situated thereon;
6. By executing this agreement, Encroacher disclaims and relinquishes any and all real property interests they have or may have in land of Encroachee, including but not limited to any possible claim based on adverse possession of that portion of Parcel 1 occupied by said wood deck;
7. That the owner of Parcel 1 shall be able to recover attorney fees to enforce this Agreement.

  
 \_\_\_\_\_  
 Jeffrey L. Burzinski

  
 \_\_\_\_\_  
 Dominic E. Schullo

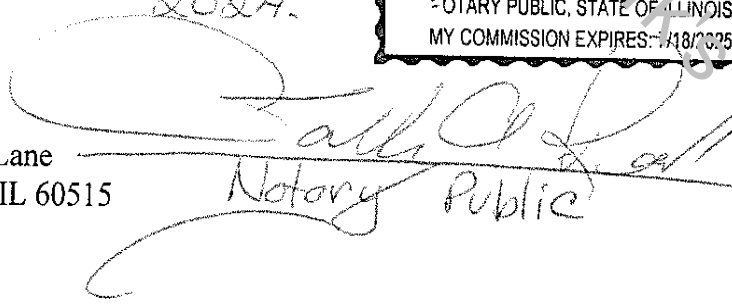
  
 \_\_\_\_\_  
 Erin Pilarczyk

*Subscribed + sworn to  
 before me, a notary public  
 by Jeffrey L. Burzinski,  
 this 14th day of June,  
 2024.*



Prepared by:

Sally A. Reed  
 Attorney at Law  
 1261 Brookside Lane  
 Downers Grove, IL 60515

  
 \_\_\_\_\_  
 Notary Public